

STATE OF SOUTH CAROLINA

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

Application of Associated Network Partners, Inc. for a
Certificate of Public Convenience and Necessity to
Provide Resold Intrastate Interexchange
Telecommunications Services and for Alternative
Regulation of its Interexchange Service Offerings

COVER SHEET

DOCKET
NUMBER: 2010 - ____ - C

(Please type or print)

Submitted by: John J. Pringle, Jr.

SC Bar Number: 11208

Telephone: 803/343-1270

Fax: 803/799-8479

Address: Ellis, Lawhorne & Sims, P.A.

P.O. Box 2285

Columbia SC 29202

Other:

Email: jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

| INDUSTRY (Check one) | NATURE OF ACTION (Check all that apply) | | | |
|--|--|--|--|--|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request | |
| <input type="checkbox"/> Electric/Gas | <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification | |
| <input type="checkbox"/> Electric/Telecommunications | <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation | |
| <input type="checkbox"/> Electric/Water | <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement | |
| <input type="checkbox"/> Electric/Water/Telecom. | <input checked="" type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment | |
| <input type="checkbox"/> Electric/Water/Sewer | <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter | |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response | |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery | |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition | |
| <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation | |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena | |
| <input type="checkbox"/> Water | <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff | |
| <input type="checkbox"/> Water/Sewer | <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Administrative Matter | <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | | |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | | |
| | <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | | |

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2010-____-C

IN RE:

| | | |
|------------------------------|---|--------------------------------------|
| APPLICATION OF ASSOCIATED |) | |
| NETWORK PARTNERS, INC. FOR A |) | |
| CERTIFICATE OF PUBLIC |) | |
| CONVENIENCE AND NECESSITY |) | |
| TO PROVIDE RESOLD INTRASTATE |) | APPLICATION FOR INTEREXCHANGE |
| INTEREXCHANGE |) | AUTHORITY |
| TELECOMMUNICATIONS |) | |
| SERVICES AND FOR ALTERNATIVE |) | |
| REGULATION OF ITS |) | |
| INTEREXCHANGE SERVICE |) | |
| OFFERINGS |) | |

Associated Network Partners, Inc. ("Applicant"), by its undersigned counsel and pursuant to the South Carolina Code 58-9-280 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby submits its Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services on a statewide basis. Applicant requests that its interexchange services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 1999), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C.

The Applicant submits the following information in support of its request.

I. DESCRIPTION OF THE APPLICANT

1. Applicant's legal name is Associated Network Partners, Inc. Applicant maintains its principal place of business at 3130 Pleasant Run, Springfield, Illinois 62711. Applicant is a Corporation organized under the laws of the State of Illinois. A copy of Applicant's Articles of

Incorporation is attached as **Exhibit 1**. A copy of Applicant's Certificate of Authority to Transact Business in South Carolina is attached as **Exhibit 2**.

2. Name, Address and Telephone Number of Applicant:

Associated Network Partners, Inc.
3130 Pleasant Run
Springfield, IL 62711
Telephone: (217) 698-2860
Facsimile: (217) 698-0100

3. Correspondence concerning this Application should be directed to:

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, South Carolina 29202-2285
Telephone: (803) 343-1270
Facsimile: (803) 799-8479
jpringle@ellislawhorne.com

4. Questions concerning the ongoing operations of Applicant following certification should be directed:

Kirk Considine
Associated Network Partners, Inc.
3130 Pleasant Run
Springfield, IL 62711
Telephone: (217) 862-1969
kconsidine@anpisolutions.com

5. Applicant's registered agent in South Carolina is:

Corporation Service Company.
1703 Laurel St.
Columbia SC 29201
Telephone: (800) 927-9800

6. The following toll-free number is available for customer service inquiries:

877-366-2674

II. DESCRIPTION OF SERVICES

1. Applicant is a reseller of long-distance telephone services offered by facilities-based inter-exchange carriers. Applicant neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of South Carolina, and no such facilities will be used by Applicant in providing long-distance service in the State of South Carolina. Upon receiving certification, Applicant intends to provide telecommunications services throughout the State of South Carolina to other carriers that have been properly certified by this Commission.. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of South Carolina. All services provided will meet the service standards that the Commission may adopt.

2. Applicant is in the process of obtaining authority to provide resold interexchange service in the following states: West Virginia, Alaska, and New Mexico. Applicant is currently authorized to provide telecommunications services in the following states: AL, AZ, CA, CO, FL, GA, HI, IL, IN, KS, KY, LA, MI, MN, MS, MO, MT, NE, NV, NY, NC, OH, OK, OR, PA, SD, TN, TX, UT, VT, VA, WA, WI, WY.

III. FINANCIAL, MANAGERIAL & TECHNICAL QUALIFICATIONS

1. Applicant is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina.

2. Applicant's key management personnel have extensive experience which is set forth in **Exhibit 3** attached hereto. Applicant will have a fully staffed call center that will be able to service all provisional, technical and customer care calls. Furthermore, since Applicant will be providing services as a reseller, Applicant will also rely up the technical expertise of its facilities-based underlying carriers.

3. Applicant is financially qualified to provide resold interexchange services in South Carolina. Applicant provides hereto as **Exhibit 4** a current balance sheet and a statement of profit and loss. This information is Confidential and is being filed under seal. Applicant requests that **Exhibit 4** be afforded confidential treatment in accordance with S.C. Code Ann. § 39-9-10, *et seq.*, S.C. Code Regs. 103-800, *et seq.* and Commission Order No. 2005-226, because this exhibit contains financial information, which, if disclosed, would result in substantial harm to Applicant's competitive position. Applicant has filed its *Motion for Protective Treatment of Financial Statements* concurrent with this Application.

IV. **REGULATORY COMPLAINT AND WAIVER REQUESTS**

1. Attached as **Exhibit 5** is Applicant's proposed interexchange service tariff.

2. Applicant will market its services by direct marketing and sales. Applicant does not currently have promotional materials to be used in South Carolina; however, if required by the Commission, Applicant will provide the Commission copies of such materials when they become available.

3. Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

4. As stated above, Applicant's toll-free number for customer service is 877-366-2674.

Its customer service email address is customerservice@anpisolutions.com. The toll-free customer service number will be printed on customer bills.

5. Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant's activities in the State of South Carolina will be managed from its offices in Illinois. Requiring Applicant to maintain its books and records in the State of South Carolina would place an undue financial burden on Applicant as it competes with other carriers that maintain their books and records outside of the State of South Carolina. Upon written request from the Commission or the South Carolina Office of Regulatory Staff (ORS), Applicant will produce such books and records at such time and place within South Carolina, as the Commission or the ORS may designate. Alternatively, Applicant will pay to the Commission or the ORS the reasonable expense or charges incurred by the Commission or the ORS for any investigation or examination the Commission or the ORS undertakes at Applicant's business offices.

6. Applicant requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (USOA). Good cause exists for the grant of this waiver. Neither the Federal Communications Commission nor any other jurisdiction requires Applicant to maintain its books and records according to the USOA. Absent the grant of a waiver, Applicant would be required to maintain a dual set of books, one solely for South Carolina and another for all other jurisdictions. Such a requirement would be extremely burdensome. GAAP is a widely-accepted accounting methodology that accurately reflects the Applicant's operations. Applicant's continuing use of GAAP will be consistent with the principles embodied in the USOA provisions and will permit Applicant to comply with any applicable Commission requirements.

7. In addition to the above requested waivers, Applicant reserves the right to seek any

regulatory waivers that may be required for Applicant to compete effectively in the South Carolina telecommunications market.

V. ALTERNATIVE REGULATION OF BUSINESS SERVICE OFFERINGS

The Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States. Specifically, Applicant requests:

- a) removal of maximum rate tariff requirements for its business services, consumer card, operator service (Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Order No. 2001-997 dated November 8, 2001) and future private line, and customer network-type offerings;
- b) that tariff filings for these uncapped offerings are presumed valid upon filing. If the Commission institutes an investigation of a particular filing within seven days, the tariff filing will be suspended until further order of the Commission; and
- c) any relaxation in the reporting requirements that may be adopted for AT&T shall apply to the Applicant also.

VI. PUBLIC INTEREST CONSIDERATIONS

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. Applicant will deploy and expand a competitive telecommunications infrastructure in the State. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to

reduce costs while, simultaneously, promoting the availability of potentially desirable services.

VII. CONCLUSION

For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide resold interexchange telecommunications services. Also, Applicant respectfully requests that the Commission grant the waivers requested in this Application, and grant alternative regulation in accordance with South Carolina Code Ann. Sec. Sec. 58-9-585 (Supp. 1999) in the same manner as granted by the South Carolina Public Service Commission in Order Nos. 95-1734, and 96-55.

WHEREFORE, Associated Network Partners, Inc. respectfully requests that the South Carolina Public Service Commission grant it the authority to provide resold interexchange telecommunications services in the State of South Carolina, grant alternative regulation as requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

s/John J. Pringle, Jr.
John J. Pringle, Jr.
Austin M. Smith
Ellis, Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, South Carolina 29202-2285
(803) 343-1270 (Tel)
(803) 799-8479 (Fax)
jpringle@ellislawhorne.com
asmith@ellislawhorne.com

Counsel for Associated Network Partners, Inc.

Columbia, South Carolina
Dated: March 9, 2010

LIST OF EXHIBITS

| | |
|------------------|--|
| Exhibit 1 | Articles of Incorporation |
| Exhibit 2 | Certificate of Authority to Transact Business |
| Exhibit 3 | Managerial Qualifications |
| Exhibit 4 | Financial Qualifications |
| Exhibit 5 | Proposed Interexchange Tariff |
| Exhibit 6 | Proposed Notice of Filing and Hearing |

EXHIBIT 1

Articles of Incorporation

File Number

5851-930-8

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF
ASSOCIATED NETWORK PARTNERS, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 21ST day of SEPTEMBER A.D. 19 95 and of the Independence of the United States the two hundred and 20TH



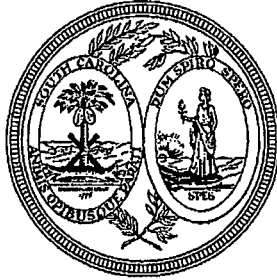
George H. Ryan

Secretary of State

EXHIBIT 2

Certificate of Authority to Transact Business

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ASSOCIATED NETWORK PARTNERS, INC,
a corporation duly organized under the laws of the state of **ILLINOIS** and issued a certificate of authority to transact business in South Carolina on **September 1st, 2009**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
1st day of September, 2009.


Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

EXHIBIT 3

Applicant's Key Management Biographies

Dave Lewis

Chief Executive Officer

Associated Network Partners, Inc.

Dave Lewis is the conceptual founder and present chief executive officer of Associated Network Partners Inc., (ANPI), a position he has held since developing the business case for the organization in 1996. Dave has directed the formulation of the organization's service sets, back office support systems, organizational structure, as well as its supplier and customer contracts.

In addition to his role as CEO of ANPI, he also serves as president of NewStreets, a division of ANPI that offers Internet service providers custom-branded Internet portals and IP-related services such as fixed-wireless, spam filtering, virus protection, computer security, dial-up Internet acceleration, data back-up, disaster recovery and 24x7 technical support.

Dave has more than 20 years of experience in the telecommunications industry beginning at the Illinois Commerce Commission (ICC) where he coordinated the commission's examination of numerous telecommunications policy matters. He also served in the Office of Chairman and Commissioners where he provided analysis and counsel on telecommunications matters to ICC commissioners.

In 1991, Dave joined GVNW Consulting where he provided a variety of services from regulatory policy formulation to strategic and business planning services to the Independent telecommunications community. During his tenure with GVNW, he held several positions including consulting manager and vice president.

Dave earned bachelors' degrees in both economics and political science from the University of Illinois at Urbana-Champaign.

Chris Rothlis – Chief Technology Officer

Chris Rothlis is an industry veteran with 29 years of telecommunications experience. Most recently, Chris created a consulting company, Telespective, LLC, from which he has provided consulting services to industry leading companies including CenturyTel, and Associated Network Partners, Inc. (ANPI). Prior to consulting, Chris served as Chief Technology Officer (CTO) for Cypress Communications. While at Cypress, Chris staffed and managed an organization that delivered on an industry leading nationwide Voice over IP (VoIP) product targeted at small-to-medium enterprise businesses. Chris also served as Vice President of Engineering for PointOne Communications, an enhanced services Voice over IP provider, where he managed the creation of business and residential VoIP product sets. Prior to PointOne, Chris served as Vice President of Engineering and Network Operations at Broadwing Communications where he oversaw the deployment of the nation's only all-optical network. Chris also held senior positions at MCI in engineering and software development where he helped deploy several of that company's most profitable products including 1-800-COLLECT and Operator Services. Chris served four years in the United States Air Force, and he earned a Bachelors of Science in Business Administration from Regis University, Denver, where he graduated Summa Cum Laude.

Joe O'Hara - CFO

Joseph O'Hara serves as the vice president of finance and accounting, and CFO. Joe joined ANPI in 2000 and has served numerous management positions with increasing responsibility for the organization. He is currently responsible for corporate finance, treasury, accounting, financial reporting, taxation and regulatory compliance.

While responsible over the finance function, Joe worked to secure capital for the organization through multiple private placement offerings, and establish and maintain the organization's credit facilities. During his tenure with ANPI, he has held positions in operations, finance and accounting. Additionally, Joe has led numerous discrete projects including development and evaluation of business models, capital budgeting and investment analysis, business formation, and business/project valuation, and matters concerning legal affairs.

Joe is a licensed Certified Public Accountant in Illinois, and holds a master's of business administration with a finance concentration from the University of Illinois at Urbana-Champaign.

EXHIBIT 4

Financial Qualifications - CONFIDENTIAL

(Filed Under Seal)

EXHIBIT 5

Proposed Interexchange Tariff

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

ASSOCIATED NETWORK PARTNERS, INC.

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This Tariff, filed with the Public Service Commission of South Carolina, contains the rates, terms and conditions applicable to the provision of competitive wholesale intrastate interexchange telecommunications services by Associated Network Partners, Inc., hereinafter referred to as the "Company", with its principal address at 3130 Pleasant Run, Springfield, IL 62711. This Tariff is on file with the Public Service Commission of South Carolina and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: March 9, 2010

President
Associated Network Partners, Inc.
3130 Pleasant Run
Springfield, IL 62711

Effective:

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify rate increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify rate reduction
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TABLE OF CONTENTS

| <u>Section</u> | <u>Sheet</u> |
|--------------------------------|--------------|
| TITLE SHEET | 1 |
| CONCURRING CARRIERS | 2 |
| EXPLANATION OF SYMBOLS | 3 |
| TABLE OF CONTENTS | 4 |
| 1. Application of Tariff | 5 |
| 2. Definitions | 6 |
| 3. Provision of Service | 8 |
| 4. Obligations of the Reseller | 9 |
| 5. Obligations of the Company | 11 |
| 6. Service Period | 13 |
| 7. Wholesale Service Offerings | 13 |
| 8. Special Charges | 18 |
| 9. Service Cancellations | 19 |
| 10. Service Interruptions | 20 |
| 11. Rates and Charges | 21 |

Issued: March 9, 2010

President
Associated Network Partners, Inc.
3130 Pleasant Run
Springfield, IL 62711

Effective:

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

1. APPLICATION OF TARIFF

- 1.1 This Tariff contains regulations, rates and charges applicable to the provision of competitive wholesale intrastate interexchange telecommunications services by Associated Network Partners, Inc., hereinafter referred to as the "Company", with its principal address at 3130 Pleasant Run, Springfield, IL 62711 for communications within the State of South Carolina.
- 1.2 This service is available only to certified telecommunications carriers located throughout the State of South Carolina.
- 1.3 When services and facilities are provided in part by the Company and in part by other Companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.
- 1.4 The Company may, from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

Issued: March 9, 2010

President
Associated Network Partners, Inc.
3130 Pleasant Run
Springfield, IL 62711

Effective:

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. DEFINITIONS

The following definitions apply for certain terms used generally throughout this Tariff:

Bit: The smallest unit of information in the binary system of notation.

Building: The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premise which are connected by an enclosed or covered passageway. In no case can conduit be considered as an enclosed passageway nor buildings connected by a covered public mall be the "same building."

Circuit: A communication path of a specific bandwidth or transmission speed between two or more points of termination.

Channel: The path for electrical transmission between two or more points.

Commission: Public Service Commission of South Carolina.

Company: ASSOCIATED NETWORK PARTNERS, INC.

Connecting Arrangement: The equipment provided by the Company to accomplish the direct electrical connection of reseller-provided facilities with the facilities of the Company.

Customer Specific Pricing: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Exchange: A geographical area for the administration of telecommunications services established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Facilities: All Company-owned or operated equipment and cable facilities used to provide telecommunications services.

Interexchange Service: Telecommunications service between points in two or more exchanges.

Network Interface: A point on a reseller's premises where the network service is electrically terminated. This physical interface or demarcation point is a standard registration jack or its equivalent which provides electrical isolation between the Company network and reseller premises services. This interface may be audio, video, and/or data originations or terminations designated appropriately on the Company provided equipment.

ORS: The Office of Regulatory Staff.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. DEFINITIONS (Cont'd)

Premises: A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Registered: Denotes equipment which complies with and has been approved within the registration provisions of the Federal Communications Commission's Rules and Regulations.

Reseller: The certified telecommunications carrier which contracts with the Company in order to receive telecommunications services from the Company.

Reseller Customer: The person, firm, corporation or other legal entity which contracts with the Reseller in order to receive telecommunications services from the Reseller.

Reseller-provided Terminal Equipment: Devices, apparatus and their associated wiring provided by a Reseller which is used with the network facilities or other equipment furnished by the Company.

Terminating Facilities: All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Reseller can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. PROVISION OF SERVICE

The Company shall provide wholesale service to Resellers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. The Company will not provide services to any Reseller until a contract has been executed.

Issued: March 9, 2010

President
Associated Network Partners, Inc.
3130 Pleasant Run
Springfield, IL 62711

Effective:

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

4. OBLIGATIONS OF THE RESELLERA. Conditions for Use

Service may be used for the transmission of information of the Reseller provided that:

1. The Reseller has entered into a written contract with the Company;
2. The Reseller shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Reseller, upon request, shall furnish such information and access to its location(s) and/or Reseller Customer's locations(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Reseller and the Company.

B. General Obligations

The Reseller shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Reseller or Reseller Customer's with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by negligence or willful act of the Reseller or Reseller Customer's or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Reseller or Reseller Customer's premises.
4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Reseller or Reseller Customer's premises.
5. Providing, maintaining and installing all terminal equipment on the Reseller premises side of the network interface. The Reseller shall assure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Reseller-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

4. OBLIGATIONS OF THE RESELLER (Cont'd)B. General Obligations (Cont'd)

6. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the Reseller's location.
7. Obtaining permission for the Reseller's agents or employees to enter the Premises of the Reseller or Reseller Customer's at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
8. Making the Reseller's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Reseller, and providing for reasonable access to those facilities and equipment.
9. All actions or omissions of a person, firm or corporation appointed by the Reseller as its agent. Any limitations of an agent's authority shall not be binding on the Company.
10. Any breach of the terms and conditions contained in this Tariff or in the contract between the Reseller and the Company governing the service.

C. Payment of Rates and Charges

1. The Reseller is responsible for payment of all rates and charges as specified in the Tariff and/or the contract with the Company, for service furnished by the Company to the Reseller or Reseller Customer's.
2. Unless otherwise designated by the contract with the Reseller, the Company will submit invoices to the Reseller by the fifteenth of each month, which are due and payable upon receipt at the Reseller's general office or at such other places as may be designated by the Reseller. Invoices not paid within thirty (30) days are subject to late charges and interest, with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past due or currently due amounts may result in termination of service as described in Section 9 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
3. There shall be added to the Reseller's bill a surcharge equal to the pro rata share of any franchise, occupation, or business license, excise, privilege or other similar tax, fee or charge now or hereafter imposed upon the Company by any taxing body or authority, whether by statute, ordinance, law or otherwise in the provision of any service.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

5. OBLIGATIONS OF THE COMPANYA. Undertakings

The undertaking of the Company is to furnish service as ordered and specified by the Reseller, and as limited by the terms and conditions of this Tariff and the contract entered into between the Reseller and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which is furnished to the Reseller and the Company. The Reseller or Reseller Customer's may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

B. Limitations

The Company shall not be responsible for installation, operation or maintenance or any Terminating Facilities or communications systems purchased or connected to service by a Reseller, unless other specified in the contract entered into between the Reseller and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

C. Liability and Indemnification

1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Reseller or Reseller Customer's as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.
2. The sole remedy for a Reseller or Reseller Customer's with respect to failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Reseller or Reseller Customer's.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

5. OBLIGATIONS OF THE COMPANY (Cont'd)C. Liability and Indemnification (Cont'd)

3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Reseller or Reseller Customer's indemnifies and hold the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Reseller or Reseller Customer's or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Reseller or Reseller Customer's or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Reseller or Reseller Customer's resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not a result of negligence of the agents or employees of the Company.
5. The Company shall be indemnified and saved harmless by the Reseller or Reseller Customer's against the following:
 - (a) Claims for libel, slander, and infringement or copyright arising from the material transmitted over the Facilities.
 - (b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Reseller or Reseller Customer's; and
 - (c) Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise defamation, liable, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company; and
 - (d) All other claims, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for any act or omission of the Reseller or Reseller Customer's or their agents in connection with the Facilities, or information transmitted over the Facilities.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

5. OBLIGATIONS OF THE COMPANY (Cont'd)D. Provision of Facilities

1. Upon agreement between the Company and the Reseller, the Company will provide all Facilities necessary for service.
2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Reseller.

6. SERVICE PERIOD

The period for which service will be provided by the Company to the Reseller or Reseller Customer's shall be the period specified in the contract between the Reseller and the Company.

7. WHOLESALE SERVICE OFFERINGS

The Company may, in response to a bona fide request from a Reseller or potential Reseller, develop a bid for a special service arrangement not currently offered by the Company. Rates for the following wholesale intrastate interexchange telecommunications services will be determined on an Individual Contract Basis (ICB) basis. ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Public Service Commission of South Carolina Staff on a proprietary basis. Rates may be negotiated and adjusted on an Individual Contract Basis (ICB) in an exchange in which basic local telecommunications service is offered to business customers by the incumbent local exchange company has been declared competitive. An ICB arrangement will be offered to the Reseller for acceptance in writing. Such ICB arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. Terms of ICB provided to business customers will be provided on a proprietary basis to the Commission Staff.

A. MESSAGE TELECOMMUNICATIONS SERVICE

This service arrangement allows the Reseller's Customer's to originate calls in areas served by the Company. Rates for Message Telecommunications Service will be determined on an ICB basis.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

7. WHOLESALE SERVICE OFFERINGS (Cont'd)B. CALLING CARD SERVICE

Calling Card Service is a one-way, dial-in – dial-out multipoint service. Calling Card Customers of the Reseller may originate calls from, and terminate calls to every city within the State of South Carolina. Pricing for both charges and surcharges is applicable. Rates for Calling Card Service will be determined on an ICB basis.

C. OPERATOR SERVICES

Operator Services will be offered to the Reseller's Customer's served from equal access offices, and to users accessing the Reseller's services through public payphones or Customer provided stations. Operator Services will apply to the following types of calls: Customer Dialed Calling Card Station, Station to Station, Person to Person, and Operator Dialed calls.

The charges for Operator Services will be determined on an ICB basis.

In providing Operator Services, the Company agrees that:

1. The Company will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
2. The Company will advise the caller and billed party (if different from the end user) that the Company is the operator service provider at the time of the initial contact.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

7. WHOLESALE SERVICE OFFERINGS (Cont'd)C. OPERATOR SERVICES (Cont'd)

3. The Company will provide rate quotes, including all rate components and any additional charges, upon request at no charge.
4. The Company will allow only tariff charges approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies on behalf of carrier and will not collect location surcharges imposed by traffic aggregators.
5. The Company will direct all "00 --"emergency calls to the local exchange carrier at no charge.
6. The Company's contracts with traffic aggregators will contain provisions which require the items listed below:
 - (a) Provide access to a Reseller Customer's interexchange carrier of choice;
 - (b) Provide for the prominent posting or display, on or near the telephone to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

D. TOLL FREE NUMBER SERVICES

The Company Toll Free Number Service is an inbound voice service which permits calls to a subscriber's station in one location from stations located in other exchanges, and in which the subscriber is billed for the calls rather than the call originators. The charges for Toll Free Number Service will be determined on an ICB basis.

1. The Company reserves the right to require an applicant for the Company Toll Free Number Service to supply the following calling pattern information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Reseller quarterly after service is initiated.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

7. WHOLESALE SERVICE OFFERINGS (Cont'd)D. TOLL FREE NUMBER SERVICES (Cont'd)

2. The Company's Toll Free Number Service is furnished upon condition that the Reseller contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Toll Free Number Service to any applicant, without incurring any liability and without notice to the Reseller, if the use of the service would interfere with or impair any service rendered by the Company.
3. The Reseller must ensure that the subscriber obtains an adequate number of access lines for the Company Toll Free Number Services to handle the Reseller's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Reseller, may disconnect or refuse to furnish the Company Toll Free Number Service to any Reseller that fails to comply with these conditions.
4. Use of numbers: Each Toll Free Number Service telephone number must be placed in actual and substantial use by the Reseller. "Substantial use" shall mean a pattern of use that demonstrates intent on the Reseller's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Subscriber, as indicated.
5. If the Reseller requests assignment of a specific Toll Free Number Service telephone number, the Company may require the Reseller to submit a number reservation agreement from to the Company. At no time may a Reseller have more than sixty (60) days and shall be subject to a reservation fee which will be credited to Reseller's unpaid balance after the Company Toll Free Number Service has been in actual and substantial use for a consecutive sixty (60) day period.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

7. WHOLESALE SERVICE OFFERINGS (Cont'd)D. TOLL FREE NUMBER SERVICES (Cont'd)

6. Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Resellers who have reserved Toll Free Number telephone number hereunder or Reseller who subscribe to and use the Company Toll Free Number Service or their transferee or assigns, any ownership interest or proprietary right in any particular Toll Free Number; however, upon placing a number actually and substantially in use, as defined above, the Company Toll Free Number Service Resellers do have a controlling interest in the Toll Free Number(s). The Company's Toll Free Number Customer may retain the use of their Toll Free Number assignments, even following changes in their Toll Free Number Service carrier and/or Resp. Org. The Company will participate in porting Toll Free Number assignments only if the account balance is zero and all undisputed charges incurred as a result of the Toll Free Number assignments have been paid.
7. If a Reseller places an order for the Company to carry the Reseller's Customer's already existing Toll Free number service, the Reseller shall provide to the Company the contract names, telephone number and address of the Reseller's Responsible Organization (Resp. Org.). Upon subscription to the Company Toll Free Number Service, the Reseller may execute a Letter of Authorization to transfer Resp. Org. responsibility of its Toll Free number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Reseller is responsible for all outstanding indebtedness for service provided by a previous Resp. Org. or Toll Free Number service carrier. The Company assumes no responsibility or liability with respect to any obligations of Reseller to such previous service providers existing at the time of transfer to the Company.
8. In the event that a Reseller cancels its Toll Free Number service, the Reseller may elect to retain the Company's Resp. Org. Where media Toll Free Number Service Reseller, a charge for Resp. Org. Service will apply as set forth in this Tariff.
9. It is the Reseller's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll Free Number Service is connected to switching equipment or a Reseller-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Reseller's switching equipment or communications system and ends upon termination of the call.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

8. SPECIAL CHARGESA. Out-of-Normal Work Hours

The charges specified in this section do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Reseller, nor do they contemplate work once begun being interrupted by the Reseller. If the Reseller requests that labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Reseller interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

B. Maintenance and Service Charge

The Reseller may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Reseller or Reseller Customer's Premises with the difficulty or trouble results from the equipment or Facilities provided by the Reseller or Reseller Customer's, or when failure in the Company's equipment or Facilities is attributable to the Reseller or Reseller Customer's or their agents. Said costs shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

9. SERVICE CANCELLATIONSA. Discontinuance of Service by the Company

The Company, by such written notice to the Reseller as specified in the contract between the Reseller and the Company, may discontinue furnishing service without incurring liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by the Reseller; or
2. A breach of any Reseller's representations or warranties contained in the contract between the Reseller and the Company, or a violation by the Reseller of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Reseller and the Company.

B. Cancellation of Service by the Reseller Prior to the End of the Contract Period

When the Reseller cancels the service prior to the end of the term of the contract, the Reseller may be required to pay a cancellation charge in the amount specified in the contract between the Reseller and the Company.

C. Cancellation of Application for Service

Where the prospective Reseller cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Reseller. Where the installation of Facilities has started prior to the cancellation, the prospective Reseller shall pay a cancellation charge in the amount specified in the contract between the Reseller and the Company. Installation or special construction of facilities for a Reseller is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

10. SERVICE INTERRUPTIONSA. General

The Company agrees to use its best efforts to assure continuous full time operations of the service. The Reseller is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

B. Service Restoration

The Company agrees to use its best efforts to respond to the Reseller's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Reseller's or other premises or buildings when that access cannot be provided to the Company by the Reseller. The Company agrees to use its best efforts to minimize the duration of any service interruption.

C. Liability

The Company shall not be liable for any incidental, indirect or consequential damages as the result of any service interruption. The Company shall not be liable for any failure of Facilities or performance of services due to causes beyond its control, including but not limited to, civil disorder, fire, flood, storm or other natural or manmade disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

D. Credits

The amount of credit for any service interruption, if any, shall be specified in the contract between the Reseller and the Company.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

11. RATES AND CHARGES

A. MESSAGE TELECOMMUNICATIONS SERVICE

The Company will provide Message Telecommunications Service to Resellers based on ICB, as discussed in Section 7.

B. CALLING CARD

The Company will provide Calling Card Service to Resellers based on ICB, as discussed in Section 7.

C. OPERATOR SERVICES

The Company will provide Operator Services to Resellers based on ICB, as discussed in Section 7.

D. TOLL FREE NUMBER SERVICE

The Company will provide Toll Free Number Service to Resellers based on ICB, as discussed in Section 7.

EXHIBIT 6

Proposed Notice of Filing and Hearing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2010-_____ -C

Associated Network Partners, Inc., has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services throughout the State of South Carolina and for alternative regulation of its interexchange offerings, pursuant to S.C. Code Ann. § 58-9-280. Upon receiving certification, Applicant intends to provide telecommunications services throughout the State of South Carolina to other carriers that have been certified by the Commission.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, SC 29210; the Commission's website at www.psc.sc.gov, and is available through John J. Pringle, Jr., Ellis, Lawhorne & Sims, P.A. P. O. Box 2285, Columbia, SC 29202.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at _____ a.m. on _____, 2010, before Hearing Examiner _____, in the Commission's Law Library at 101 Executive Center Drive, Saluda Building, Columbia, SC 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, 2010 and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2010-_____ -C.*

Any person who wishes to testify and present evidence at the hearing should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, SC 29211, and John J. Pringle, Esq. at the above address, on or before _____, 2010, and indicate the amount of time required for his presentation. *Please refer to Docket No. 2010-_____ -C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, 2010. *Please refer to Docket No. 2010-_____ -C.*

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
ATTN: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211

March _____ 2010